

STATE OF NORTH DAKOTA



***Information Technology Department  
Telecommunications Division  
600 E Boulevard Ave, Dept 112  
Bismarck, ND 58505-0100***



Request For Proposal (RFP)

RFP Title: 802.11 Wireless Vendor  
RFP Number: 112-0604  
Date of Issue: 05 October 2006

Purpose of RFP: The State of North Dakota is seeking an enterprise 802.11 wireless solution. This RFP will address both equipment and installation services.

Offerors are not required to return this form.

**Procurement Officer:** Brandy Peterson

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## SECTION ONE - INTRODUCTION AND INSTRUCTIONS

### 1.01 Purpose of the RFP

The Information Technology Department, hereafter known as "the State" is soliciting proposals for an enterprise 802.11 wireless solution. This RFP will address both equipment and installation services.

### 1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Brandy Peterson

PHONE: 701-328-1002

FAX: 701-328-3000

TTY Users call: 7-1-1

E-MAIL: blpeterson@nd.gov

### 1.03 RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

RFP Issued: **October 5, 2006**

Deadline for receipt of questions and objections related to the RFP: **October 12, 2006**

Responses to questions/RFP amendments (if required) **October 13, 2006**

Proposals due by: **October 26, 2006**

Proposal Evaluation Committee evaluation completed by approximately : **October 27, 2006**

State issues Notice of Intent to Award a Contract approximately: **October 30, 2007**

State issues contract approximately: **November 6, 2006**

Contract start: **Upon signing**

### 1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **Five/5** of its proposal in a sealed envelope or package with one copy marked ORIGINAL. Offerors must submit an electronic copy of their proposal on a disk or CD. Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

ND Information Technology Department  
Telecommunications Division  
Request for Proposal (RFP): 802.11 Wireless Vendor  
RFP Number: 112-0604  
1615 Capitol Way, Suite 201  
Bismarck, ND 58501

Proposals must be received by the purchasing agency at the location specified no later than 2:00 P.M., CENTRAL, Time on October 26, 2006. Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals. Offerors assume the risk of the method of dispatch chosen. The

State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.05 Assistance to Offertory with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

### **1.06 Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

### **1.07 Approved Vendor Registration Requirements**

#### **VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award. To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **920-37**

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

The successful offeror must register and become approved within **60 CALENDAR DAYS** from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

### **1.08 Pre-proposal Conference**

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

### **1.09 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that submitted a letter of interest and they will also be available on the website in Section 1.11.

### **1.10 News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

### **1.11 Notice Provided**

The Request for Proposal and any amendments to the RFP will be posted on the following website:  
<http://www.nd.gov/itd/>.

### **1.12 Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal. The letter of interest must be received by October 13, 2006.



## **SECTION TWO - BACKGROUND INFORMATION**

### **2.01 Background Information**

The State currently has a non-centralized 802.11b/g solution that is limited in coverage and capabilities. The State is seeking an enterprise 802.11 wireless solution that will allow for an initial deployment that replaces the current architecture, with the capability to migrate to a fully managed, authenticated, and secured system across the enterprise.

The State is seeking an immediate solution for the capitol complex which will be divided into three phases. The first phase, the Legislative Wing, must be completed and tested prior to January 1, 2007. The second and third phases which will encompass the Capitol Tower and Judicial Wing will be completed on a schedule to be negotiated with the awarded vendor. Deployments beyond the capitol complex will be performed on an as needed basis.

## **SECTION THREE -SCOPE OF WORK**

### **3.01 Scope of Work**

The State is seeking turn-key installation service of 802.11 wireless services. This includes, but not limited to: site surveys, hardware acquisition, installation, and post performance review. The State is not seeking a managed or leased solution. The State will provide all necessary physical infrastructure and network facilities.

The State reserves the right to perform installation services if so deemed.

### **3.02 Definitions**

**AP:** Access Point

**AD:** Active Directory

**RF:** Radio Frequency

**802.11:** IEEE a/b/g

**802.3af:** IEEE standard for providing power over ethernet

### **3.03 Information Technology Solution**

#### **Technical Requirements**

- Low gain indoor antennas including omnidirectional and directional patch antennas.
- Central controller architecture
  - Self healing and management for AP failure
  - Power and channel management to maximize use and prevent interference
  - Rogue AP detection, alerting, and management
  - Load balancing
- Access Point technology
  - Function as both AP and RF monitor
  - Support 802.11 Wifi A/B/G clients.
  - Power over Ethernet capability (802.3af compliant Power Over Ethernet sources will be provided by the State)
  - Multiple, concurrent SSIDs.
- Secure tunnel communications for both controller and client data
- SNMP support
- Ability to authenticate to AD and/or radius servers
- Separately permit public access and secure authenticated access

#### **Turn-Key Services**

The State requires all Offerors responding to this RFP describe in detail, their turn-key abilities and services. The State regards the successful vendor's turn-key solution as a partnership critical to the success of the State's ongoing wireless deployment.

#### **Desired Services**

- Installation of AP's.
- Site Surveys
- Upfront and Ongoing Training
- Post Performance Review
- Other

Offerors are encouraged to submit additional services that may not be explicitly outlined within this proposal.

#### **Turn Key Evaluation**

For evaluation purposes offerors must provide a documented working solution for the attached site

survey (Attachment 5). This is a recent survey that has been subdivided into three phases. The offeror must outline their approach on how they would complete all three phases. This must encompass all associated costs including, but not limited to hardware, installation, software and licensing, support, maintenance, transportation, lodging, and per diem costs. Offerors are required to provide a percentage discount off the manufacturer's complete product line for both hardware and software for the solution being offered.

### **3.04**

#### **Customer Service Requirements**

Offeror must describe processes for reporting trouble with hardware and/or software and requesting additional services.

#### **SINGLE POINT OF CONTACT**

The Offeror will establish for the State's use a single point of contact (SPOC) plus one authorized alternate to provide direct support for the State's 802.11 wireless related issues including, but not limited to, order entry, trouble resolution and billing. The representatives shall be full-time employees of the Offeror. The representatives shall be familiar with all aspects of 802.11 wireless communications and services their representative portion thereof. Only these representatives will represent the Offeror regarding services for this contract unless otherwise specifically authorized by the contract administrator.

#### **Customer Service**

The State seeks a high level of customer service. The proposal will provide a detailed narration of the level of service offered and customer support options available, but not limited to:

- Dedicated customer service contacts
- Equipment orders
- Inquiries
- Billing discrepancies
- Technical services

### **3.05 Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

- Enterprise deployment of a single wireless solution exceeding 150 AP's

### **3.06 Location of Work**

The work is to be performed, completed, and managed throughout the state.

The State will not provide workspace for the contractor.

### **3.07 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

## **SECTION FOUR - GENERAL CONTRACT INFORMATION**

### **4.01 Contract Term, Extension and Renewal Options    Renewal Option**

The State intends to enter into a contract with an effective date on contract signing. The State is willing to consider a term of one (1) year, with up to three (3) one year contract extensions.

### **4.02 Contract Type**

This contract is a Firm Fixed Price contract.

### **4.03 Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency. Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **4.04 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **4.05 Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.06 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **4.07 Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

### **4.08 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment,

approved by the purchasing agency.

#### **4.09 Indemnification and Insurance Requirements**

Offerors must review the attached Service Contract for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract. Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **4.10 Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract. The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at <http://www.nd.gov/tax> for more information. A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

#### **4.11 F.O.B. Point and Freight**

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

#### **4.12 Proposed Payment Procedures**

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

#### **4.13 Contract Funding**

Payment for the contract is subject to funds already appropriated and identified.

#### **4.14 Payment Terms**

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

#### **4.15 Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.16 Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.17 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.18 Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

#### **4.19 Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

#### **4.20 Work Product, Equipment, and Material**

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

#### **4.21 Independent Entity**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

#### **4.22 Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the

subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

#### **4.23 Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

#### **4.24 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

#### **4.25 Bid Bond – Bid Security - Performance Bond - Surety Deposit**

A bond is not required.

## SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

### THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

#### 5.01

##### Information Technology Solution

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion.

Weight **20 Percent**. Maximum Point Value for this Section

100 Points x **20 Percent = 20 Points**

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-7</b>	Fair. Limited applicability
<b>8-13</b>	Good. Some applicability
<b>14-16</b>	Very Good. Substantial applicability
<b>17-20</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

[a] How well does the proposed product and/or service meet the requirements?

[b] How well does the solution integrate with the State network and support staff?

[c] How easily is the solution managed?

[d] Additional technical features and services?

#### 5.02

##### Product Support and Customer Service

**Thirty Percent (30%)** of the total possible evaluation points will be assigned to this criterion.

Weight **30 Percent**. Maximum Point Value for this Section

100 Points x **30 Percent = 30 Points**

Rating Scale ( <b>30 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-7</b>	Fair. Limited applicability
<b>8-14</b>	Good. Some applicability
<b>15-22</b>	Very Good. Substantial applicability
<b>23-30</b>	Excellent. Total applicability



Proposals will be evaluated against the questions set out below.

[a] How much effort is required by the State to deliver the service?

[b] Evaluation of the technical support services included with the contract and other technical support options?

[c] How well has the Offeror identified its plan for handling customer inquiries and response time to inquiries?

[d] Evaluation of the proposed sales support/account representation and customer relationship services and strategies offered?

[e] Evaluate the Offeror's response to turn-key services. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

[f] Has the Offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

### 5.03

#### Experience and Qualifications

**Ten Percent (10%)** of the total possible points will be assigned to this criterion.

Weight **10 Percent**. Maximum Point Value for this Section

100 Points x **10 Percent** = **10 Points**

Rating Scale ( <b>10 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-2</b>	Fair. Limited applicability
<b>3-5</b>	Good. Some applicability
<b>6-8</b>	Very Good. Substantial applicability
<b>9-10</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

**[a]** Do the individuals assigned to the project have experience on similar projects?

[b] How successful is the general history of the firm regarding timely and successful delivery of the requested services and support?

[c] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

[d] Has the Offeror provided 1 references from previous clients?

[e] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the Offeror?

#### **5.04**

##### **Contract Cost**

**Forty Percent (40%)** of the total possible evaluation points will be assigned to cost. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

##### **Converting Cost to Points**

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

Any prompt payment discounts terms proposed by the Offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

#### **5.05 Site Inspection Of Offeror's Facility**

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

## **SECTION SIX - PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal. Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Information Technology Solution**

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

### **6.04 Product Support and Customer Service**

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

### **6.05 Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects as indicated in Section 3.05. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

**6.06 Cost Proposal**

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

**6.07 Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.

## **SECTION SEVEN - STANDARD PROPOSAL INFORMATION**

### **7.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

### **7.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **7.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **7.05 Offer Held firm**

Proposals must remain open and valid for at least **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 DAYS**, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

### **7.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

### **7.07 Alternate Proposals**

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

### **7.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within **FIVE WORKING DAYS** from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

### **7.09 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

### **7.10 Disclosure of Proposal Contents and Compliance State's Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm> After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

### **7.11 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

### **7.12 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

### **7.13 Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **7.14 Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

### **7.15 Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident offeror. A “resident” North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: [http://www.oregon.gov/DAS/SSD/SPO/reciprocal\\_detail.shtml](http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml) or contact the North Dakota State Procurement Office at 701-328-2683.

### **7.16 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

ND Information Technology Department  
1615 Capitol Way  
Bismarck, ND 58501

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

### **7.17 Failure to Negotiate**

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

### **7.18 Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award to all offerors that responded to this Request for Proposal. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

### **7.19 Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.



## **SECTION EIGHT - ATTACHMENTS**

### **8.01 Attachments**

#### **Attachments**

- 1 Proposal Evaluation Form
- 2 Contract Form
- 3 Sample Notice of Award
- 4 Checklist for Offerors
- 5 Offeror Checklist

## ATTACHMENT 1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

### INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

### RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

### COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

## EVALUATION CRITERIA AND SCORING

Person or Firm Name  
Name of Proposal Evaluation (PEC) Member  
Date of Review  
RFP Title/Number

### 7.01 Information Technology Solution

**Twenty Percent (20%)** of the total possible evaluation points will be assigned to this criterion.

Weight **20 Percent**. Maximum Point Value for this Section  
100 Points x **20 Percent = 20 Points**

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-7</b>	Fair. Limited applicability
<b>8-13</b>	Good. Some applicability
<b>14-16</b>	Very Good. Substantial applicability
<b>17-20</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the proposed product and/or service meets the requirements?

[b] How well does the solution integrate with the current network?

[c] How easily is the solution managed?

[d] Additional technical features and services?

### EVALUATOR'S POINT TOTAL FOR 7.01

### 7.02 Product Support and Customer Service

**Thirty Percent (30%)** of the total possible evaluation points will be assigned to this criterion.

Weight **30 Percent**. Maximum Point Value for this Section  
100 Points x **30 Percent = 30 Points**

Rating Scale ( <b>30 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-7</b>	Fair. Limited applicability
<b>8-14</b>	Good. Some applicability
<b>15-22</b>	Very Good. Substantial applicability
<b>23-30</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How much effort is required by the State to deliver the service?

[b] Evaluation of the technical support services included with the contract and other technical support options?

[c] How well has the Offeror identified its plan for handling customer inquiries and response time to inquiries?

[d] Evaluation of the proposed sales support/account representation and customer relationship services and strategies offered?

[e] Evaluate the Offeror's response to turn-key services. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

[f] Has the Offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

## EVALUATOR'S POINT TOTAL FOR 7.02

### 7.03 Experience and Qualifications

**Ten Percent (10%)** of the total possible points will be assigned to this criterion.

Weight **10 Percent**. Maximum Point Value for this Section

100 Points x **10 Percent** = **10 Points**

Rating Scale ( <b>10 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-2</b>	Fair. Limited applicability
<b>3-5</b>	Good. Some applicability
<b>6-8</b>	Very Good. Substantial applicability
<b>9-10</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] Do the individuals assigned to the project have experience on similar projects?

[b] How successful is the general history of the firm regarding timely and successful delivery of the requested services and support?

[c] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

[d] Has the Offeror provided letters of reference from previous clients?

[e] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the Offeror?

### **EVALUATOR'S POINT TOTAL FOR 7.03**

#### **7.04 Contract Cost**

##### **Applying Preference Laws**

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws ( N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation. See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

##### **Converting Cost to Points**

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total Points for Cost Available} = \text{Awarded Points}$$

### **COST PROPOSAL EVALUATION**

**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_

**NOTES: Request for Proposal**

## Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation <i>(Maximum 60 Points)</i>	Maximum Points by Category	Score
1. Information Technology Solution	<b>20</b>	
2. Product Support and Customer Service	<b>30</b>	
3. Experience and Qualifications, Financial Strength	<b>10</b>	
Cost Evaluation (Maximum <b>40 Points</b> ) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://www.state.nd.us/csd/spo/resources.html">http://www.state.nd.us/csd/spo/resources.html</a> 2. Calculated points awarded for price. Price of Lowest Cost Proposal Price of Proposal Being Rated X <b>40 points</b> = Awarded Points		
8. Cost	<b>40</b>	
Total		

## Request for Proposal Evaluation Totals

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	<b>60 POINTS</b> Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Information Technology Solution	<b>20</b>					
2. Product Support and Customer Service	<b>30</b>					
3. Experience and Qualifications	<b>10</b>					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators ( <b>60 POINT MAXIMUM</b> ).				
Cost Propose Score		Note: ( <b>40 POINT MAXIMUM</b> )				
TOTAL						

**ATTACHMENT 2**  
**SERVICE CONTRACT**  
**Sample Technology Services Contract**

The parties to this contract are the State of North Dakota, acting through its Department/Office of \_\_\_\_\_ (STATE), and \_\_\_\_\_ (CONTRACTOR);

**1. SCOPE OF SERVICES**

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

**2. TERM OF CONTRACT**

The term of this contract is for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**3. MERGER AND MODIFICATION**

This Contract, including the following attachments, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. The attachments are:

- a) STATE's Request for Proposal ("RFP") number \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_\_\_;
- b) STATE's amended Request for Proposal ("RFP") number \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_\_\_;
- c) STATE's response to bidder's questions dated \_\_\_\_\_, 200\_\_\_\_;
- d) Scope of services;
- e) <other items specific to your project>
- f) CONTRACTOR's proposal dated \_\_\_\_\_, 200\_\_\_\_.

This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

**4. CONFLICT IN DOCUMENTS**

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence: First – the terms of this Contract, as may be amended; Second - the State's Request for Proposal number \_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, 200\_\_\_\_; and Third - the CONTRACTOR's Proposal.

**5. TERMINATION OF CONTRACT**

- a. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:
  - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.



The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.
- 4) Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**c. Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

- 1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **6. FORCE MAJEURE**

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

## **7. RENEWAL**

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

## **8. SEVERABILITY**

If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

## **9. ASSIGNMENT AND SUBCONTRACTS**

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

## **10. NOTICE**

All notices or other communications required under this contract must be given by registered or

certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

_____	_____
_____	_____
_____	_____
_____	_____

#### **11. APPLICABLE LAW AND VENUE**

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

#### **12. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

#### **13. INSURANCE**

a. Required Coverages. CONTRACTOR shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Professional errors and omissions, including a three-year "tail coverage endorsement," with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.
- 3) Automobile liability, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 4) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies will be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by STATE.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than and "A" rating must be approved by STATE. The policies shall be in form and terms approved by STATE.

- 3) STATE will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify STATE under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. State must have the same rights and coverages as CONTRACTOR under said policies. The State shall have all the rights and coverages as CONTRACTOR under said policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
  - (a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against State;
  - (b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned STATE representative;
  - (c) a provision that any attorney who represents STATE under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
  - (d) a provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by State and that any insurance, self-insurance or self-retention maintained by State shall be excess of CONTRACTOR's insurance and will not contribute with it;
  - (e) cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to STATE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for STATE is necessary.
- 7) CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this contract. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this section is a material breach of contract entitling STATE to immediately terminate this contract.

#### **14. ATTORNEY FEES**

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

#### **15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

#### **16. CONFIDENTIALITY**

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

#### **17. COMPLIANCE WITH PUBLIC RECORDS LAW**

CONTRACTOR understands that, except for disclosures prohibited in Section 16, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 16, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

#### **18. INDEPENDENT ENTITY**

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

#### **19. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

#### **20. STATE AUDIT**

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

#### **21. PREPAYMENT**

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

#### **22. TAXPAYER ID**

CONTRACTOR's federal employer ID number is: \_\_\_\_\_.

## **23. EFFECTIVENESS OF CONTRACT**

This contract is not effective until fully executed by both parties.

## **24. STATE TECHNOLOGY STANDARDS**

CONTRACTOR agrees that technology products and services delivered as part of this agreement will comply with STATE's information technology standards. These standards can be found on STATE's web site at <http://www.nd.gov/ea/standards/standards/>

## **25. PERSONNEL AND PROJECT MANAGEMENT**

a. CONTRACTOR shall provide individuals to:

b. STATE will designate a Project Manager to:

If, during the course of the contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to section ten above.

- c. CONTRACTOR personnel will be responsible for providing written, weekly time utilizations, for each individual, for each week, to STATE's Project Manager, or STATE's project staff, as STATE's Project Manager may assign.
- d. CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, weekly/monthly reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the scope of services. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next week/month, and the problems encountered, the proposed solutions to them and their effect, if any, on the deliverable schedule.
- e. Unless CONTRACTOR is notified otherwise by STATE, STATE's Project Manager shall carry out STATE's administrative and management functions under this contract, shall be responsible for acceptance of the contract deliverables, and shall provide support and overall direction to CONTRACTOR in producing the contract deliverables.
- f. STATE shall not guarantee the quality of prior work or future performance of its personnel or that vacancy due to termination or other causes will be filled immediately.
- g. According to STATE policy, STATE personnel will only be obligated to work a forty-hour workweek, Monday through Friday, and will be allowed reasonable vacation, sick or educational absences.
- h. CONTRACTOR agrees and understands that STATE's execution of the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified; primary being <name of appropriate personnel, if applicable, >. Therefore, CONTRACTOR agrees that no substitution of such specific individuals and/or personnel qualification will be made without the prior written approval of STATE and that such substitution will be made at no additional cost to STATE. CONTRACTOR further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that STATE's approval of a substitution will not be construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld. CONTRACTOR shall furnish experienced, qualified Information Technology personnel to participate in the system development project. The personnel furnished must have the knowledge necessary to complete requirements as defined in the Contract.
- i. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel who STATE determines, in its sole discretion, to be unable to perform the responsibilities of the contract acceptably. E.g. inappropriate or unprofessional personal conduct, professional inabilities, etc.
- j. CONTRACTOR shall conduct thorough background investigations on all contracted staff and subcontractors proposed for the project, including criminal conviction history and shall furnish the results of such background investigations to STATE. STATE shall have the right to reject

any consultant proposed for the project if, in its sole discretion, it determines that the results of the background investigation make the consultant unacceptable.

- k. The background investigations to be performed, for all consultants for this contract are:

Criminal, <applicable/not applicable>  
References, <applicable/not applicable>  
Employment, <applicable/not applicable>  
Motor vehicle, <applicable/not applicable>  
Credit, <applicable/not applicable>  
Education, <applicable/not applicable>

- l. CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign person on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in the contract, no written approval from STATE's Project Manager will be necessary except for substitution of CONTRACTOR personnel.
- m. CONTRACTOR shall warrant that personnel assigned to perform tasks in response to this contract will remain assigned, for the agreed-upon length of time, and will not be replaced or reassigned except by mutual agreement and written notice of STATE. Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project.
- n. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
- o. CONTRACTOR's personnel will not be expected to work on state holidays or other mandatory leave days.

## **26. EQUIPMENT, MATERIALS AND WORKSPACE**

- a. CONTRACTOR's assigned contract staff will be on site for the duration of the contract.
- b. On site will be <list agency physical location address>.
- c. STATE agrees to provide an adequate working space, when required.
- d. Equipment and software for on-site CONTRACTOR personnel is to be provided by <CONTRACTOR or Agency name>.
- e. When STATE and CONTRACTOR agree that remote access to systems is required, STATE will provide the necessary remote access security to enable CONTRACTOR access to the appropriate STATE systems.

## **27. REVIEW, APPROVAL, AND ACCEPTANCE PROCESS**

- a. Unless otherwise noted in this contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on STATE's platform.
- b. Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item and the expected performance.
- c. The review, approval, and acceptance process for all project deliverables as specified in scope of services will be the responsibility of STATE's Project Manager. The Project Manager will be responsible for ensuring that the approval process follows the proper procedures prior to acceptance of deliverables by STATE. STATE shall apply the following procedures to acceptance of all deliverables:
- 1) For the life of this contract, STATE has the right to complete a review of any deliverable received from CONTRACTOR and notify CONTRACTOR of STATE's findings; and
  - 2) If the deliverable is unacceptable, CONTRACTOR shall resubmit the deliverable after the appropriate correction or modifications have been made.
- d. The process described above will be repeated until acceptance is obtained, STATE terminates for cause or a waiver is obtained.

## **28. CHANGE CONTROL PROCESS**

- a. CONTRACTOR and STATE will implement a change control process to manage issues and changes during the life of the project. A change request must be in writing to document the potential change.

- b. The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the scope of work.
- c. CONTRACTOR will continue performing the services in accordance with the original agreement, until the parties agree in writing on the change in the scope of work.
- d. Change orders that involve changes to the scope of services or that result in a requirement for additional project funding will require approval by STATE.
- e. Once both parties approve a change, a change order shall be issued in writing prior to implementation.
- f. All change orders will be logged and tracked.
- g. **Steps for the change control process:**
  - 1) Complete a write-up for the proposed change and submit copies to CONTRACTOR and STATE's Project Managers who will in turn provide to relevant parties for assessment.
  - 2) Record the request in the change control log.
  - 3) Investigate the impact of the proposed change and evaluate the impact of not performing the change.
  - 4) Prepare a response to the proposed change.
  - 5) Retain the original in the project library.
  - 6) CONTRACTOR and STATE agree whether the change should be performed and obtain authorization sign-off of the change request. The appropriate document is created.
- h. **If the change is not accepted:**
  - 1) CONTRACTOR's Project Manager will discuss and document the issue with STATE's Project Manager.
  - 2) The proposed change can be modified and re-submitted or withdrawn if it is agreed to be non-essential. In this case the reasons will be documented.
- i. **If the change is accepted:**
  - 1) Once the change request has been approved and signed, work may begin, unless the change results in a change to the price, schedule or both. If such is the case, work will not proceed until such time as the document is modified and signed off on by the authorized parties.
  - 2) CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate approved changes.
  - 3) Each change request duly authorized in writing by STATE and agreed to by CONTRACTOR will be deemed incorporated into and part of this contract.
  - 4) Progress on the change requests will be reported at progress meetings or, for those cases where those meetings do not occur, status reports to all pertinent parties will be furnished.
- j. Both CONTRACTOR and STATE must sign off that a change has been completed.
- k. The log will be updated.
- l. The log will be supplied at the progress meetings or, in those cases where those meetings do not occur, the log update information will be included in the status reports to STATE's Project Manager.

## 29. **FINAL ACCEPTANCE**

- a. "Final Acceptance" will be defined as:
  - 1) The successful completion of all deliverables as stated in the scope of services and following the Review, Approval, and Acceptance processes described above, **AND**
  - 2) The final delivered product fully implemented in STATE's live production environment no later than \_\_\_\_\_, **AND**
  - 3) STATE will have sixty-days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR will use its best efforts to make the product conform to the technical specifications/system design as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the technical specifications/system design until STATE accepts the product or terminates this agreement upon written notice to CONTRACTOR.

### **30. PAYMENTS**

- a. The contractual amount to be paid for this project shall constitute the entire compensation due CONTRACTOR for the service and all of CONTRACTOR's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred, by CONTRACTOR, except as noted in this section of the contract. A valid change order processed in accordance with this contract may modify the contractual amount.
- b. STATE has tax-exempt status.
- c. The cost of the project is firm for the duration of the contract and is not subject to escalation for any reason, unless this contract is amended, or a valid change order is processed in accordance with this contract.
- d. The project cost will be billed by CONTRACTOR to STATE, and is tied directly to STATE's acceptance of agreed upon deliverables as specified in the scope of work.
- e. Payment will be made upon receipt of invoices from CONTRACTOR.
- f. The final cost of each billing will be as specified in the scope of work.
- g. Total dollar contractual amount of \$\_\_\_\_\_, shall not be exceeded.
- h. State will be allowed thirty-days to process each payment.
- i. No claim for additional services, not specifically provided herein, will be allowed by STATE except to the extent provided by a valid change order or amendment to this contract.
- j. The payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- k. STATE reserves the right to deduct from amounts that are or will become due and payable to CONTRACTOR under this, or any contract between the parties, any amounts that are or will become due and payable to STATE by CONTRACTOR.
- l. CONTRACTOR shall maintain documentation for all charges against STATE under this contract. The books, records and documents of CONTRACTOR, as they relate to work performed or money received under this contract, must be maintained for a period of three (3) full years from the date of the final payment, and must be subject to audit, at any reasonable time and upon reasonable notice, by STATE or the State Auditor or the Federal Auditor or their duly appointed representatives.

Reimbursement for contracted staff travel and travel-related costs associated with on-site work done in performance of this contract will be paid at the same rate payable to State employees under North Dakota Century Code Section 44-08-04.

### **31. WORK PRODUCT**

Product(s) created or purchased under this contract belong to STATE and must be delivered or returned upon termination of this contract if these items were charged to and paid for by STATE in the course of CONTRACTOR's performance of this contract. All software and related materials developed by CONTRACTOR in performance of this contract for STATE will be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. If CONTRACTOR incorporates any of CONTRACTOR's Software in any work product provided to STATE, CONTRACTOR agrees to provide written notice to STATE of its incorporation in the work product and to convey to STATE a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for the software to use that software for its intended purpose. All other ownership rights to CONTRACTOR's software will remain with CONTRACTOR.

### **32. INDEMNITY**

CONTRACTOR agrees to defend, indemnify and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the



contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Further:

- a. CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
- b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.
- c. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

### **33. REPRESENTATIONS AND WARRANTIES**

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

### **34. PRODUCT CONFORMITY**

STATE will have twelve (12) months following final acceptance of the product(s) delivered by CONTRACTOR pursuant to this contract to verify that the product(s) conform to the requirements of this contract and perform according to CONTRACTOR system design specifications. Upon recognition of an error, deficiency, or defect, by STATE, CONTRACTOR will be notified by STATE citing any specific deficiency (deficiency being defined as CONTRACTOR having performed incorrectly with the information provided by STATE, not CONTRACTOR having to modify a previous action due to additional and/or corrected information from STATE). CONTRACTOR, at no additional charge to STATE, will provide a correction or provide a mutually acceptable plan for correction within thirty-days following the receipt of STATE's notice to CONTRACTOR. If CONTRACTOR's correction is inadequate to correct the deficiency, or defect, or the error recurs, STATE may, at its option, act to correct the problem. CONTRACTOR will be required to reimburse STATE for any such costs incurred or STATE may consider this to be cause for breach of contract.

### **35. MAINTENANCE**

CONTRACTOR will provide, and STATE may subscribe to, maintenance services, including software/hardware updates and technical support services, for the product(s) delivered pursuant to this contract commencing at the end of the warranty period. CONTRACTOR and STATE will negotiate the terms and price of such maintenance services, however CONTRACTOR will not charge STATE more than \$\_\_\_\_\_ per year for the first two (2) years of maintenance services. Starting with the third year of maintenance, CONTRACTOR may increase the annual maintenance service charge by not more than \_\_\_\_\_% per year for a period of five (five) years commencing at the end of the warranty

period. CONTRACTOR warrants that it will continue to offer maintenance services for the product(s) for a minimum of three (3) years from the date of final acceptance or installation date of any software/product update.

CONTRACTOR

STATE OF NORTH DAKOTA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT A - SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

**Deliverable 1:** <name of deliverable>

**Description:** <detailed description of deliverable>

**Completion Date:**

**Acceptance:** <describe acceptance testing criteria, what is required for this deliverable to be accepted, how acceptance will be conveyed, i.e. Signoff by customer on this deliverable>

**NOTE: sample system design deliverable:**

**Deliverable 2:** Technical System Design

**Description:** CONTRACTOR shall develop the technical design for the system in accordance with the functional specifications in <exhibit x> attached hereto. The technical system design must include hardware and software specifications, performance specifications, a narrative description of the system, a description of all input data (such as type, range of expected values, and relationship to other data), a description and pictures of all screens, including sequence diagrams, and definitions and descriptions of all outputs and reports to be generated and the process for generating them.

**Completion Date:**

**Acceptance:** Upon receipt of the technical design document from CONTRACTOR, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the design to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects technical system design a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

**Deliverable X**

**Payments Schedule:**

**NOTE: adapt this payment schedule to your project requirements & deliverables.**

<u>Payment Schedule</u>	<u>Payment</u>
Upon acceptance of Deliverable 1	\$ _____
Upon acceptance of Deliverable 2	\$ _____
Upon acceptance of Deliverable X	\$ _____
Upon final acceptance	\$ _____

## ATTACHMENT B - STATE OF NORTH DAKOTA TECHNICAL ARCHITECTURE

**ATTACHMENT 3**

**STATE OF NORTH DAKOTA  
AGENCY OR INSTITUTION NAME  
ADDRESS  
CITY, STATE, ZIP  
TELEPHONE AND FAX NUMBER**

**DATE**

**NOTICE OF INTENT TO AWARD**

Request for Proposal (RFP) **NUMBER AND TITLE** was issued by the **AGENCY OR INSTITUTION** on **DATE PROPOSAL WAS ISSUED**.

The following vendors submitted proposals in response to the RFP:

**LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.**

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to **NAME OF SUCCESSFUL OFFEROR**.

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **NAME OF THE AGENCY**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) **PHONE NUMBER**.

Sincerely,

**NAME**

Procurement Officer

## **ATTACHMENT 4 CHECKLIST FOR OFFERORS**

- . Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- . Review the Service Contract in Attachment 2. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- . Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- . Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- . Comply with minimum requirements for experience.
- . Comply with professional licensing requirements, and provide copies of certifications, if required.
- . Provide the information about the qualifications of the firm and individuals that will be working on the project.
- . Provide the required number of references.

Provide all documents or materials that must be submitted with the RFP.

Identify and label and sections of the proposal you feel contain confidential information.

## **ATTACHMENT 5 SITE SURVEY**

### **Purpose**

To provide complete wireless 802.11 a/b/g coverage of the North Dakota State Capitol. This survey will include these locations: Legislative Wing, Judicial Wing, Tower.

### **Process**

A Team conducted the wireless site survey using a cisco1242AG access point with 2 AIR-ANT5135D-R 5GHz dBi dipole antennas and 2 AIR-ANT4941 2.4 GHz 2.2 dBi antennas. We used two laptops with Cisco a/b/g Wi-Fi card (CB21AG) using the latest driver that were configured to associate only to our test AP. For complete testing coverage, one laptop was set to survey the 802.11a, 5 GHz, 54 Mbps and the other set to 802.11g, 2.4 GHz, 54 Mbps. We utilized the Cisco Site Survey Utility and set a signal strength threshold of -71 dBm and a signal-to-noise threshold of 25 dB to ensure the Cisco minimum recommended ratios. Site was surveyed for maximum coverage with 802.11 a/b/g. The site survey was conducted for maximum coverage without performance loss. In high-density areas more access points will most likely be needed to handle the amount of possible users.

### **General Information**

Because WLAN interference can be generated by any equipment operating in the 2.4 GHz and 5 GHz band, including microwave ovens, cordless phones, rouge access points, and Bluetooth devices, we were careful to not position and access point around any location that might interfere with the performance of the access points themselves. It is important to remember that access points can be considered an Ethernet hub and for best performance a maximum of 24 simultaneous users can associate to and individual access point. Cisco recommends no more than 24 concurrent data users or 7 active concurrent VoIP users per access point at any given time. High density user areas may have coverage from one access point, however will need multiple access points to handle the traffic.

### **Items of Interest**

- Use Tri-mode wireless, 802.11a/g/b with diversity antennas.
- Use light weight access points with a centralized controller.
- Adding more access points in high-density areas.
- For best performance, mount access points below ceiling tiles. In some locations such as the house of reps, the access points will need to be mounted above ceiling tiles for aesthetics
- Access points require AC power or supplied by POE.
- Multi-floor buildings will have vertical and horizontal overlap. Mounting of access points in tower should alternate floors from center of hallways on first floor, to corner of building in the next floor, then back to center on next, etc.
- The implementation could be done in a 3 phase approach to accommodate both budget and people resources:
  - a. Phase 1
    - i. Legislative Wing. Everything west of the capitol tower 35 AP
  - b. Phase 2
    - i. Capitol Tower (Depending on Construction Timeline) 63 AP
  - c. Phase 3
    - i. J-Wing 40 AP

NOTE: This particular survey was performed using Cisco hardware. However, the use of Cisco hardware is not a requirement for responding to this RFP

# Master AP List

Tuesday, August 29, 2006

Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
Legislative #1	Ground Floor	25	Wire Closet	1	#1 & #2	
Legislative #3	Ground Floor	150	Center of Room Ceiling	1	#3	Maybe 2 AP's due to User amount
Legislative #4	Ground Floor	30	South End of Room Ceiling	1	#4 & Part #3	
Legislative #13	Ground Floor	46 + 40 + 30	Ceiling of Room by door	1	#14, #13, #12, Hall, Corr	Legislative 10-14 recommend 1 AP per room based on # of users
Legislative #11	Ground Floor	15 + 45 + 30	Ceiling of Room by door	1	#10, #11, #12, Hall, Corr	
Legislative #15	Ground Floor	Under Construction	Ceiling towards South Wall	1	#15, #16, Corr.	under construction
Legislative #5	Ground Floor	37	In wire Closet	1	#5, Corr.	Good Signal in Corr.
Governors ground floor offices	Ground Floor	28	Above Patti's Desk	1	Leg. Gov. Conference Rm	If we put one above Reception's Desk, Area is covered, but if we use existing 1 in the wire closet, need 1 more AP in Gov. Conference room
Leg. Grnd Harvest Room #9	Ground Floor	55	In Room on Ceiling	1	#9, #8, Elev.	1 AP in either #8 or #9 will cover both rooms. Also Gets Elevators
Attourny General Staff Ground Floor	Ground Floor	12	Center of Room Ceiling	1	At. Gen. Staff Offices	
Leg. Sakakawea Room #6	Ground Floor	40 + 75	Wire Closet of Roughriders Rm.	1	Sakakawea & Roughriders	1 AP will cover both conference rooms, and all the way to the elevators. Suggest 1 AP per room for QTY. of users.
Roughriders Room #7	Ground Floor	See Above				



Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
1st Floor - Goveners Office	Frist Floor	20	Center of Hallway between outside the mens bathroom	1	Gov. Offices & Cofrence	Center of hallway by Security Camera
1st Floor - Corridor	Frist Floor		On top of the Round Information Kiosk in center of hallway	1	Entire Cooridor	Slight Blockage when seated at the red leather couches on the side that blocks the signal, other side of couches were fine.
Attorney Generals Offices 1	Frist Floor	30	In front of Alice Johnsons Office (ceiling)	1	AG East Offices	We would like these to be put into the hallway, not into the individual offices.
Attorney Generals Offices 2	Frist Floor	30	In front of assistant AG Office Middle Door Ceiling	1	AG Central Offices	We would like these to be put into the hallway, not into the individual offices.
Attorney Generals Offices 3	Frist Floor	30	End of Corr. To the West by books	1	AG West Offices	We would like these to be put into the hallway, not into the individual offices.
1st floor - West maintenace room	House of Reps	50	in wire closet in mnts. Rm. West Corridor	1	Corridor, 1/2 Reps. Floor	West side of the Cooridor on the House side at end of corridor. /Covers 1st section Top Balcony
1st Floor - East House Maint. Room	House of Reps	50	East House of Reps Maints. Room	1	Corridor, 1/2 Reps. Floor	East side of the Cooridor on the House side at the entrance to the house is a wire closet. Covers 1st Section of Top Balcony
House Minority Leader Office	House of Reps	15	Wire Closet	1	House Minority Office	Also Services House Main Floor
Hosue Majority Leader Office	House of Reps	15	Center of Office	1	House Majority Office	Also Services House Main Floor
2nd Flr - House Conference Room	House of Reps	15	middle of office towards door ceiling	1	House Conf. Room 2nd flr	Also covers part of the House Balcony, coverage to balcony is limited to the first 2 sections.
2nd Flr - Spk. of House Chief Speaker	House of Reps	15	In office by Bathroom	1	House Speaker offices	Also Services House Balcony



Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
West Catwalk above House Balcony	House of Reps	100	45 deg. from Center of House	1	Balcony of House	Balcony
East Cat Walk above House Balcony	House of Reps	100	135 Deg. From Center of House	1	Balcony of House	Balcony
1st Floor - West Side Maintenance Room	Senate	50	1st Floor West Side Maintenance Room	1	Senate Floor	
1st Floor - East Side Maintenance Room	Senate	50	1st Floor East Side Maintenance Room	1	Senate Floor	
1st Floor - Center Back office	Senate	50	1st door to East of Senate Minority Ld	1	Back Senate Offices	Also Covers Senate Floor
Senate Conference Room	Senate	25	East side of Senate in conf. Rm	1	Conf. Rm. Senate Flr. Corr	
2nd Floor - Balcony offices	Senate	50	45 degrees from center	1	balcony, 2nd flr offices	Either mounted in ceiling of offices or in the catwalks above senate ceiling, will cover balcony and offices on sencond floor
2nd Floor - Balcony offices	Senate	50	135 Degrees from center	1	balcony, 2nd flr offices	
Legislative Council Library	2nd Floor	50	Where existing AP is on wall above books	1	Legislative Council Lib.	Mount where exiting unit is above book shelves in library.
Legislative Council Offices south wing Stairs Exit 2nd fls	2nd Floor	25	Above Stairs Exit for 2nd Floor		south Wing Legs. Offices	Outside John Walstad Office
Leg. Coun. Office behind Main Entr.	2nd Floor	25	Center of Cube Cluster on Ceiling	1	Leg. Coun. Cubes	Center of room. Covers cubes, perimeter offices, does not get to prairie room.
Leg. Coun. Office east of Praire Room	2nd Floor	35	Next to Table with Printers	1	By Printers on table	Offices and Praire room.
Legislative IT West Hallway	3rd Floor	20	Western End of Hallway Ceiling	1	Leg. IT 3rd Floor	
Legislative IT West Hallway	3rd Floor	20	Eastern End of Hallway Ceiling	1	Leg. IT 3rd Floor	

Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
South West Corner Halls meet	Tower - 3rd Floor	25	Where the S & W halls meet in ceiling	1	Offices	
South east Corner	Tower - 3rd Floor	25	Above Stacey Sibla Desk	1	Offices	
Above Orlin Bensen	Tower - 3rd Floor	25	Above Orlin Bensen Desk	1	East side cubes	
Treasures Office NE	Tower - 3rd Floor	25	Above Cheri Graff desk, NE corner	1	Treasurers Office	
Above Joni Steinke NW Corn.	Tower - 4th Floor	25		1		
Above the First Lady's Office S. Hallway	Tower - 4th Floor	25		1		
Center of East End, (Denise Brown area)	Tower - 4th Floor	25		1		
North Wall Hallway Center	Tower - 5th Floor			1		
South Wall Hallway Center	Tower - 5th Floor			1		
East Wall Hallway Center	Tower - 5th Floor			1		
West Wall Hallway Center	Tower - 5th Floor			1		
Each Corner	Tower - 6th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 7th Floor		Position Center of Each Hallway (+)	4		
Each Corner	Tower - 8th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 9th Floor		Position Center of Each Hallway (+)	4		



Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
Each Corner	Tower - 10th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 11th Floor		Position Center of Each Hallway (+)	4		
Each Corner	Tower - 12th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 13th Floor		Position Center of Each Hallway (+)	4		
Each Corner	Tower - 14th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 15th Floor		Position Center of Each Hallway (+)	4		
Each Corner	Tower - 16th Floor		Position so visible from 2 hallways	4		
Center of Each Hallway	Tower - 17th Floor		Position Center of Each Hallway (+)	4		
Each Corner	Tower - 18th Floor		Position so visible from 2 hallways	4		
State Patrol Division	J-Wing - Ground Floor	35	Above Ileen Silvernagel Desk	1	State Patrol, Pioneer Room	Almost Center of room, just north of the Reception desk -
Pioneer Room	J-Wing - Ground Floor	160	Center of Room	1	Pioneer Rm, State Pat.	Center of Room - Possibly more based on # of possible users
Caffeteria - Dining Area	J-Wing - Ground Floor	200	Center of Dining Area (Under Red & Orange)	1	Cafeteria/dining	
ITD - Ground Floor	J-Wing - Ground Floor	50-60	Center of room	1	ITD Grnd. Flr. & Server Rm	1 AP covers good, Recommend more than one AP based on # of heavy users in this area.
Clerks Offices by entrance	J-Wing - Supreme Court Area - 1st Floor		Above Laser Printer, Diane Swenson Desk	1	Clerks Offices	

Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
Chiefs Conference Room	J-Wing - Supreme Court Area - 1st Floor		In hallway outside of Law Clerk Office	1	Chiefs Office, Just. Conf.	Do not want it visible to the Westward hallway, so that the AP on the SW cannot have line of site
Accounting Area	J-Wing - Supreme Court Area - 1st Floor		Above Mary Splonskowski Desk (NW Corner)	1	Accounting Offices	
Justice Crothers Offices	J-Wing - Supreme Court Area - 1st Floor		Ceiling by Pillar outside Justice Crothers Office	1	Justice Offices / Supreme Ct.	
Between Justice Sandstrom & Maring	J-Wing - Supreme Court Area - 1st Floor		Above Mens Bathroom	1	2 Justice Offices	
Justice Carol Ronning kaspner	J-Wing - Supreme Court Area - 1st Floor		Outside Her office in center of Hallway	1	Last wing of the Justices	
To the RHS of Door #103	J-Wing - ITD - 1st Floor		Above Printer Area	1		
Straight out from Conf. B by Door # 109	J-Wing - ITD - 1st Floor		Center of Cube Area	1		
Above Sreevani Addanki Desk North side of ITD	J-Wing - ITD - 1st Floor		Above Sreevani Addanki Desk	1		Between Pillar and Exit Sign
Above Elijah Cornel (52) Desk	J-Wing - ITD - 1st Floor		Above Elijah Cornel (52) Desk	1		Between Pillar and Exit Sign
Straight out from Door #115	J-Wing - ITD - 1st Floor		Above Bill Labors Desk	1		Above Desk of Blake Plum desk on ceiling
Vital Records Health Dept.	J-Wing - ITD - 1st Floor		Center of Room	1		Above Karla Kilen Desk



Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
Main Desk in Law Library	J-Wing - Law Library - 2st Floor		Center of Room	1		
Central Legal	J-Wing - Law Library - 2st Floor		Center Of Room	1		
Actual Library South Wall	J-Wing - Law Library - 2st Floor		Center of Ceiling South Wall	1	Seating Cubes, Library	Covers all of South Wall of Actually Library
Actual Library North wall isleway	J-Wing - Law Library - 2st Floor		Ceiling above Isle E173-KF125	1	3 conf. rooms, library	Covers NW, N, NE sides of library, also 3 conference rooms
Supreme Court Admin office rm. # 215	J-Wing - Law Library - 2st Floor		Above Recp. Desk by Fire Alarm	1	#215	
Human Services #214	J-Wing - Law Library - 2st Floor		Center Of Room	1	#214	
Health Dept. #211	J-Wing - Law Library - 2st Floor		Center of Room #211 Above Lynne Wise Desk	1	#213, #211, #209, #212	
Health Dept.	J-Wing - Law Library - 2st Floor		Center of Room #204	1	#210, #210A, #204	Above Joanie Sanda Desk
Health Resources #206	J-Wing - Law Library - 2st Floor		Straight out from door, center of room	1		
Health Dept. (Disease Control) #208	J-Wing - Law Library - 2st Floor		Renee Jansen	1		
Health Dept. (Disease Control) West Wall #203	J-Wing - Law Library - 2st Floor		In isleway straight west of Door #203	1		Center in Isleway

Room	Floor	Number of Seats	AP Location	# of AP's	Services Room #'s	Notes
State Health Officer #201	J-Wing - Law Libray - 2st Floor		Center of Room	1		
Admin Support #202	J-Wing - Law Libray - 2st Floor		Center of Room	1		
Legal Services #321	J-Wing - 3rd Floor		Center of Room	1		
Quality Control #319	J-Wing - 3rd Floor		Center of Room	1		
Aging Center #310	J-Wing - 3rd Floor		Center Of Room	1		
Food Stamps #315	J-Wing - 3rd Floor		Center Of Room	1		
Medical Services #309	J-Wing - 3rd Floor		Straight out from door #309 inside offices	1		
NE Restricted Area above vivians desk	J-Wing - 3rd Floor		Straight out from NE Restricted Area Desk	1		By Pillar
NW Corner, #307, Human Res. (HR)	J-Wing - 3rd Floor		Center of Room	1		Place on East Side of Pillar
Fiscal Administration #303	J-Wing - 3rd Floor		Debra Mcdermits Office	1		
ITS #304	J-Wing - 3rd Floor		Above Marck Kennedy Desk	1		
Executive Office #301	J-Wing - 3rd Floor		Center Main Area	1		
Children Family Svs. #302	J-Wing - 3rd Floor		Center of Room	1		

## NOTES

Per notes, additional AP's recommended in Legislative #13, Sakakakwea room, Pioneer room, cafeteria, and ITD ground floor cubical locations.